



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

PAROL TRUSTS IN REAL ESTATE.—The vesting of a title to real property of a married woman in her husband at her death, because of his refusal to procure some one to draw her will, by which she wished to devise the land to third persons, is held in *Ransdel v. Moore* (Ind.), 53 L. R. A. 753, to be a sufficient consideration for his promise to hold it in trust for them, so that they may enforce the promise.

See 7 Va. Law Register, 15.

FEDERAL JURISDICTION—AMOUNT IN CONTROVERSY.—The amount claimed in the declaration or complaint and not the amount of the recovery is the test of jurisdiction; and the fact that a sum in excess of \$2,000, exclusive of interest and costs, is claimed, gives the circuit court jurisdiction, unless the excessive demand was made in bad faith for no other purpose than to give jurisdiction. *Washington Co. v. Williams*, 111 Fed. 801. Citing *Bank v. Bradley*, 19 C. C. A. 206, 72 Fed. 867, 36 U. S. App. 519.

ABORTION—OPINION EVIDENCE.—Upon the trial of the defendant, a physician, for the crime of abortion, the witness, the subject of the alleged abortion, was asked against the objection of the defendant the question, "Why was he operating upon you, if you knew?" Upon her replying that it was for the purpose of producing a miscarriage, she was asked, "Was that the reason that medicine was also given you by the doctor?" To which she replied in the affirmative. *Held*, opinion evidence and inadmissible. *State v. Pierce* (Minn.), 88 N. W. 417.

LIFE INSURANCE—WIFE'S RIGHT TO INSURE HUSBAND'S LIFE.—An insurance company is held in *Metropolitan L. Ins. Co. v. Smith* (Ky.), 53 L. R. A. 817, to be liable to a husband for the amount of premiums received by it from his wife for insurance on his life, where the policy was taken without his knowledge, and the money was paid by her out of funds with which he had provided her for household expenses.

With this case is a note reviewing the authorities as to the wife's right to insure the life of her husband.

TELEGRAPH COMPANIES—EXTENT OF AGENT'S KNOWLEDGE.—An agent of a telegraph company in charge of an office at which a message is tendered for transmission is held in *Sweet v. Postal Telegraph Cable Company* (R. I.), 53 L. R. A. 732, not to be bound to know the time of closing of the terminal office, so as to charge the company with negligence in case the message is received after such office is closed.

The liability of the telegraph company sending message to office after hours of closing is considered in a note to this case.

NEGOTIABLE INSTRUMENTS—SALE OF COLLATERAL NOTE.—The sale of a note held as collateral to another, without notice to the maker of the principal note, is held in *Moses v. Grainger* (Tenn.), 53 L. R. A. 857, to be illegal when made four years after the principal note has matured, and has been reduced to a small part of its original amount, although the contract of pledge expressly provides that in case of default the collateral may be sold without notice.

The rights of pledgor and pledgee in respect to sale of collateral bonds and commercial paper are considered in a note to this case.